

# **COLLECTIVE BARGAINING AGREEMENT**

Effective July 1, 2006 Through June 30, 2008

**Between**

**THE BOARD OF DIRECTORS OF  
THE OGDEN COMMUNITY SCHOOL DISTRICT**

**AND**

**THE OGDEN EDUCATION ASSOCIATION**

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## **PREAMBLE**

This Agreement is entered into between the Board of Directors of the Ogden Community School District, hereinafter referred to as the "Board," and the Ogden Education Association, hereinafter referred to as the "Association."

## **ARTICLE I - RECOGNITION**

This Board recognizes the Association as the sole and exclusive bargaining representative for the following unit of employees, as defined in PERB Order No. 3012, September 5, 1985.

**INCLUDED:** All regular full-time and regular part-time professional employees, including classroom teachers, guidance counselors, librarian and nurse.

**EXCLUDED:** Superintendent, principals, athletic director, and all other employees excluded by Section Four of the Act.

## **ARTICLE II - DEFINITIONS**

**A.** The term "**regular full-time employee or teacher**" as used in this Agreement shall mean employees represented by the Association in the bargaining unit, as defined and certified by the PERB, who are employed eight (8) hours each work day including a lunch period.

**B.** The terms "**less than regular full-time employee or teacher**" and "**regular part-time employee or teacher**" as used in this Agreement shall mean employees represented by the Association in the bargaining unit, as defined and certified by the PERB, who are employed less than eight (8) hours each work day including a lunch period.

**C.** The term "**regular full-time or part-time licensed teacher(s)**" as used in this Agreement shall mean employees represented by the Association in the bargaining unit, as defined and certified by the PERB, excluding the school nurse.

## **ARTICLE III - GRIEVANCE AND ARBITRATION PROCEDURE**

### **A. Definition**

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### **B. Purpose and Procedure**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee (or in the event

of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

The time limits may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or of the staff. The Board shall solely determine whether an interference has occurred under this paragraph.

All grievances must be presented within fifteen (15) working days of the date of occurrence of the event giving rise to the grievance.

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

### **1. First Step**

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. If requested by the allegedly aggrieved employee, the recognized Association representative may be present in this informal discussion.

### **2. Second Step**

If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied and shall state the remedy requested.

Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative, if requested, to discuss the alleged grievance and attempt to resolve the same. The principal or other Board representative shall render such decision and communicate it in writing to the aggrieved employee and the superintendent within five (5) working days following the meeting between the principal and the aggrieved.

### **3. Third Step**

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved, if he or she so desires, may file an appeal of the principal's answer within five (5) working days of the receipt of the said written decision with the superintendent and/or his/her representative. Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, the superintendent and/or his/her representative shall meet in an attempt to resolve the grievance. The superintendent and/or his/her representative shall file an answer within five (5) working days of the Third Step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee. It is understood that class action or general grievances involving one or more certificated employees or grievances involving an administrative

decision above the building level may be initially filed by the recognized Association in this step.

#### **4. Fourth Step**

If the grievance is not resolved satisfactorily in Step Three, the grievance may proceed to Step Four. Grievances which have been processed through the preceding steps of this procedure, and only such grievances, shall be submitted to binding arbitration as provided below:

The Association, within five (5) working days of the receipt of the written decision of the superintendent and/or the superintendent's representative, shall submit, in writing, a request to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within six (6) working days, the American Arbitration Association shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant and his/her representative that shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until one name remains. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be binding. Binding arbitration shall mean the hearing and issuance in writing of a decision as to the resolution of the issues in the controversy by a person chosen by the parties shall be binding on both parties. If either party is dissatisfied with the arbitrator's decision, further proceedings must be filed within twenty (20) working days of the date of the Fourth Step reply, or the grievance will be deemed settled on the basis of the Fourth Step answer.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to interpret the provisions of this Agreement for the purpose of making decisions as to the settlement of issues and grievances arising hereunder.

Each party shall bear its own costs and expenses of the arbitration proceedings excluding the fee of the arbitrator that shall be shared equally by the employer and the Association.

## ARTICLE IV - WAGES AND SALARIES

### A.1. Regular Salary Schedule

| 2006-07 Salary Schedule |           |            |           |           |            |            |           |
|-------------------------|-----------|------------|-----------|-----------|------------|------------|-----------|
| 3.250%                  | 3.750%    |            |           |           |            |            |           |
| STEPS                   | BA        | BA+12      | BA+24     | BA +36    | MA         | MA+12      | MA+24     |
| 1                       | 25400     | 825.5      | 852.32875 | 880       | 908.630391 | 938.160879 | 968.65111 |
|                         | 25400.00  | 26225.50   | 27077.83  | 27957.86  | 28866.49   | 29804.65   | 30773.30  |
| 2                       | 825.5     | 852.32875  | 880.02943 | 909       | 938.160879 | 968.651107 | 1000.1323 |
|                         | 26225.50  | 27077.83   | 27957.86  | 28866.49  | 29804.65   | 30773.30   | 31773.43  |
| 3                       | 852.32875 | 880.029434 | 908.63039 | 938.16088 | 968.651107 | 1000.13227 | 1032.6366 |
|                         | 27077.83  | 27957.86   | 28866.49  | 29804.65  | 30773.30   | 31773.43   | 32806.07  |
| 4                       | 880.02943 | 908.630391 | 938.16088 | 968.65111 | 1000.13227 | 1032.63657 | 1066.1973 |
|                         | 27957.86  | 28866.49   | 29804.65  | 30773.30  | 31773.43   | 32806.07   | 33872.27  |
| 5                       | 908.63039 | 938.160879 | 968.65111 | 1000.1323 | 1032.63657 | 1066.19726 | 1100.8487 |
|                         | 28866.49  | 29804.65   | 30773.30  | 31773.43  | 32806.07   | 33872.27   | 34973.12  |
| 6                       | 1082.4933 | 1117.67435 | 1153.9988 | 1191.5037 | 1230.2276  | 1270.21    | 1311.4918 |
|                         | 29948.98  | 30922.32   | 31927.30  | 32964.94  | 34036.30   | 35142.48   | 36284.61  |
| 7                       | 1123.0868 | 1159.58714 | 1197.2737 | 1236.1851 | 1276.36114 | 1317.84287 | 1360.6728 |
|                         | 31072.07  | 32081.91   | 33124.57  | 34201.12  | 35312.66   | 36460.32   | 37645.28  |
| 8                       | 1165.2026 | 1203.07166 | 1242.1715 | 1282.5421 | 1324.22468 | 1367.26198 | 1411.698  |
|                         | 32237.27  | 33284.98   | 34366.74  | 35483.66  | 36636.88   | 37827.58   | 39056.98  |
| 9                       | 1208.8977 | 1248.18685 | 1288.7529 | 1330.6374 | 1373.88311 | 1418.53431 | 1464.6367 |
|                         | 33446.17  | 34533.17   | 35655.50  | 36814.30  | 38010.77   | 39246.12   | 40521.61  |
| 10                      | 1254.2313 | 1294.99385 | 1337.0812 | 1380.5363 | 1425.40372 | 1471.72934 | 1519.5605 |
|                         | 34700.40  | 35828.16   | 36992.58  | 38194.84  | 39436.17   | 40717.85   | 42041.18  |
| 11                      | 1301.265  | 1343.55612 | 1387.2217 | 1432.3064 | 1478.85636 | 1526.91919 | 1576.5441 |
|                         | 36001.67  | 37171.72   | 38379.80  | 39627.14  | 40915.03   | 42244.76   | 43617.72  |
| 12                      | 1350.0624 | 1393.93948 | 1439.2425 | 1486.0179 | 1534.31348 | 1584.17866 | 1635.6645 |
|                         | 37351.73  | 38565.66   | 39819.04  | 41113.16  | 42449.34   | 43828.94   | 45253.38  |
| 13                      | 1400.69   | 1446.21    | 1493.21   | 1541.7436 | 1591.85023 | 1643.58536 | 1697.0019 |
|                         | 38752.42  | 40011.87   | 41312.26  | 42654.91  | 44041.19   | 45472.53   | 46950.39  |
| 14                      |           |            |           | 1599.5589 | 1651.54461 | 1705.21981 | 1760.6395 |
|                         |           |            |           | 44254.46  | 45692.73   | 47177.75   | 48711.03  |
| 15                      | 1453.2157 | 1500.44517 | 1549.2096 | 1659.5424 | 1713.47754 | 1769.16556 | 1826.6634 |
|                         | 40205.63  | 41512.32   | 42861.47  | 45914.01  | 47406.21   | 48946.91   | 50537.69  |

## **A.2. Salary Enhancement Pursuant to Iowa Code Chapter 294A**

The Board shall distribute funds received by the District pursuant to Chapter 294A, Code of Iowa, as follows:

a. Funds received by the District from Phase I and Phase II payments will be combined and called for purposes of this Agreement "the Salary Enhancement Fund."

b. **Phase I.** Regardless of the amounts set forth in the Regular Salary Schedule, full-time employees holding a teaching certificate issued under Chapter 260, a letter of authorization, or a statement of professional recognition issued by the State Board of Educational Examiners, and employed pursuant to a contract issued under Section 279.13 of the Code of Iowa ("eligible employees") shall be paid according to state-mandated salary minimums. Regular part-time eligible employees shall receive a pro-rated amount. Amounts necessary to pay the minimum salary amount which is above the amounts of the regular salary schedule (including FICA and IPERS payments on such excess amounts) shall be paid from the Salary Enhancement Funds.

c. **Phase II.** After payments required under A(2)(b) above, the balance of the Salary Enhancement Fund shall be distributed to eligible employees and eligible non-bargaining unit members (after deducting FICA and IPERS on such payments) in the same proportion as the difference between the salaries of the respective lanes and steps on the regular salary schedule. Part-time employees shall receive a pro-rated amount.

The eligibility of employees to receive Phase II payments and the amounts of such payments will be determined as of November 1. Phase II payments shall be paid in quarterly installments beginning with the November 20th regular pay installment, with the remaining three quarterly installments being paid on January 20th, April 20th and June 20th.

Phase II allocations shall be recalculated prior to the June distribution to account for balances remaining or over-distributions due to unpaid leaves of absence of thirty days or more or changes in personnel, such as staff reduction, turnover, additional employees becoming eligible for payments, or other personnel changes. Phase II allocations shall not be paid if Phase II payments are not made to the District. Phase II allocations shall be adjusted if Phase II payments to the District are not in the amount expected.

The Phase II allocations to individual teachers shall be reduced for each day of unpaid leave, unless for extended illness, if the unpaid leave is thirty (30) days or more during the school year. Phase II allocations shall not be reduced for paid leaves of absence or unpaid leaves of absence of under 30 days during a school year. Reductions in Phase II payments shall be calculated by dividing the employee's annual Phase II amount by the number of days in the work year and multiplying this per diem Phase II amount by the number of unpaid days of absence in excess of twenty-nine (29).

d. **Additional State or Federally Funded Salary Enhancement.** Monies provided to the District for supplemental, performance-based, or other employee salary enhancement shall be distributed in accordance with a plan developed jointly between the Association and the Board subject to state or federal guidelines. Payments will be made monthly as part of the regular paycheck if possible according to the District's receipt of these funds.

**B. Initial Placement on Regular Salary Schedule.**

**1. Educational Lanes.** Regular licensed teachers shall be placed on the educational lane in accordance with their official transcripts on file with the District, as appraised by the superintendent, and in accordance with the following:

|                       |                                                                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B.A. Lane</b>      | Bachelor's Degree                                                                                                                                                                                                                                                                         |
| <b>B.A.+12 Lane</b>   | Bachelor's Degree plus a minimum of 12 approved graduate hours (or undergraduate hours if required to maintain an endorsement to teach in the position) earned after the Bachelor's Degree.                                                                                               |
| <b>B.A.+24 Lane</b>   | Bachelor's Degree plus a minimum of 24 approved graduate hours (or undergraduate hours if required to maintain an endorsement to teach in the position) earned after the Bachelor's Degree.                                                                                               |
| <b>B.A.+36 Lane**</b> | Bachelor's Degree plus a minimum of 36 approved graduate hours (or undergraduate hours if required to maintain an endorsement to teach in the position) earned after the Bachelor's Degree.                                                                                               |
| <b>M.A. Lane</b>      | Master's Degree in education or administration or course of study with at least a minor in the assigned teaching area as approved by the superintendent or his/her representative.                                                                                                        |
| <b>M.A.+12 Lane</b>   | Master's Degree in education other than in administration plus a minimum of 12 approved graduate hours (or undergraduate hours if required to maintain an endorsement to teach in the position) earned after the Master's Degree, with at least a minor in the assigned teaching area(s). |
| <b>M.A.+24 Lane</b>   | Master's Degree in education other than in administration plus a minimum of 24 approved graduate hours (or undergraduate hours if required to maintain an endorsement to teach in the position) earned after the Master's Degree, with at least a minor in the assigned teaching area(s). |

**2. Experience Steps.** Regular licensed teachers shall be placed on the experience steps in accordance with their official records on file with the District as appraised by the superintendent. A year of teaching consists of employment for at least one hundred sixty (160) consecutive days in one school year or an accumulation of two (2) complete semesters of service obtained in separate partial years of service. Experience as a day-to-day substitute teacher shall not be credited as teaching experience on the regular salary schedule.

**3. Application of Initial Placement.** No employee shall be placed on the salary schedule at a level higher than the employee's actual education and teaching experience.



For a period of transition, which will be for the length of this contract, June 30, 2008, newly hired regular licensed teachers shall be placed initially according to their number of years of teaching experience as follows:

No Experience = Step 1  
1-2 years' Experience = Step 2  
3-4 years' Experience = Step 3  
5-6 years' Experience = Step 4  
7-8 years' Experience = Step 5  
9-10 years' Experience = Step 6  
Over 10 years' Experience = Subtract 4 from years' experience to determine step.

**Stipulation\*\*.** For the 2006-07 school year only, any employee who moves across a lane as a result of the addition of this lane will not move a step increase at the same time, as a separate item from lane advancements due to earning additional hours or recognition for hours earned. All employees to the left of the MA lane will move down one step for experience as usual. This stipulation is to be deleted from this contract effective after June 30, 2007.

**C. Advancement on Regular Salary Schedule.**

**1. Educational Lanes.** A regular licensed teacher who is anticipating future advancement to a higher educational lane is encouraged to receive course work approval from the superintendent or the superintendent's designated representative prior to enrollment if such course work is to be credited for advancement on the regular salary schedule. Educational college or university course work shall be taken at an accredited institution. Such work shall be at the graduate level in an educational field other than administration or carry credit towards a graduate degree program in education outside of the field of administration. Undergraduate credits will be accepted for regular salary schedule credit if the course work is required by the Board of Directors or by the State of Iowa to maintain an endorsement to teach in the teacher's present position. No employee shall be moved backwards in lane placement.

An official transcript from the registrar's office, or an official grade report followed within 30 days by an official transcript from the registrar's office shall be submitted to the superintendent's office as proof of successful completion no later than October 1 of the work year in which the advancement is to become effective. Pay adjustments will be retroactive to the beginning of the regular work year. Regular licensed teachers who move from one educational lane to a higher educational lane will move to the corresponding experience step in the appropriate lane, according to the educational hours and/or degrees he or she has earned and according to the lane definitions in Section B of this article. A regular licensed teacher may move up to two educational lanes in one year if he or she earns additional credits or degrees.

**2. Experience Steps.** Regular full-time licensed teachers on the regular salary schedule will be granted one (1) experience step on the regular salary schedule for each year of service until the maximum experience step for their educational lane has been reached. A year of service shall mean a period of employment of one hundred sixty (160) consecutive days or more during the regular work year or an accumulation of two (2) complete semesters of service obtained in separate partial years of service. Credit will be

given on the regular salary schedule beginning with the work year following the completion of the second full semester of service. Experience as a day-to-day substitute teacher shall not be credited as teaching experience on the regular salary schedule.

Regular part-time licensed teachers on the regular salary schedule who are employed less than six hours each day will be granted one experience increment step on the schedule for each year of service. Should these employees be converted to full-time, the number of years served on a part-time basis will be divided by two and added to the number of years of previous full-time service, if any. The resulting number will be rounded off to the nearest whole number. Movement to this new step will become effective the ensuing contracted regular work year. Example: A full-time licensed teacher beginning six-tenths-time work on Step 2 and serving seven years would be on Step 8 during the seventh part-time year. If continued as part-time the following year, the teacher would advance to Step 9. If converted to full-time, this teacher would back up to Step 6 the following year, since the seven part-time years would count as only four years on a full-time basis.

Regular part-time licensed teachers who are employed six (6) hours or more each workday including a lunch period will be handled in the same manner as regular full-time licensed teachers with the same limits and policies applying.

The Board of Directors may withhold the annual experience step of any teacher for any year of service whenever the teacher's work has not been satisfactory according to the District's evaluation procedures. The superintendent or the superintendent's designated representative shall make such a recommendation in writing to the Board. The year following the withholding of the annual experience step, the teacher will resume the step in alignment with the actual years of teaching experience.

#### **D. School District Nurse**

The School District Nurse's position will be paid at eighty-five per cent (85%) of the BA Lane for a registered nurse (RN), including all steps, career increments and longevity of the BA Lane; ninety per cent (90%) for a BSN. This is based on a formula of 190 working days, divided by eight (8) hours, to calculate the hourly rate. The School District Nurse will receive the same employee benefits as teachers. Benefits will be paid in direct proportion to contract time. The School District Nurse will be paid \$800.00 in Phase I dollars.

#### **E. Method of Payment**

Employees will be paid in twelve (12) equal installments on the 20th day of each month, except as otherwise provided in this Agreement. If the 20th day falls on Saturday, Sunday or a holiday, the payday will be on the last previous working day.

#### **F. Extended Contracts.**

The regular salary schedule is based upon the regular work year. Employees may be contracted for a longer period of time. An employee whose regular assignment exceeds the regular work year shall receive additional compensation. Compensation for extended contracts for regular assignments shall be computed as follows:

1. Annual Salary from the regular salary schedule divided by the number of contract days in the regular work year = Rate Per Day.

2. Rate Per Day times Extended Contract Work Days = Additional Compensation.

**G. 1. Extra-Curricular Activity Schedule**

Regular employees shall be compensated for activities that extend beyond the regular workday, according to the following schedule:

| <b>ACTIVITY</b>          | <b>% OF B.A. BASE (\$22,175) OF 2005-06 SALARY SCHEDULE</b> |
|--------------------------|-------------------------------------------------------------|
| <b>Football</b>          |                                                             |
| Head - H.S.              | 13                                                          |
| Head Ass't. - H.S.       | 10                                                          |
| Ass't. - H.S.            | 8                                                           |
| Head - M.S.              | 7                                                           |
| Ass't. - M.S.            | 5(each)                                                     |
| <b>Volleyball</b>        |                                                             |
| Head - H.S.              | 13                                                          |
| Head Ass't. - H.S.       | 10                                                          |
| Ass't. - H.S.            | 8                                                           |
| Head - M.S.              | 7                                                           |
| Ass't. - M.S.            | 5                                                           |
| <b>Basketball</b>        |                                                             |
| Head - H.S. Boys         | 13                                                          |
| Head Ass't. - H.S. Boys  | 10                                                          |
| Ass't. - H.S. Boys       | 8                                                           |
| Head - H.S. Girls        | 13                                                          |
| Head Ass't. - H.S. Girls | 10                                                          |
| Ass't. - H.S. Girls      | 8                                                           |
| Head - M.S. Boys         | 7                                                           |
| Ass't. - M.S. Boys       | 5                                                           |
| Head - M.S. Girls        | 7                                                           |
| Ass't. - M.S. Girls      | 5                                                           |
| <b>Track</b>             |                                                             |
| Head - H.S. Boys         | 11                                                          |
| Head Ass't. - H.S. Boys  | 8                                                           |
| Ass't. - H.S. Boys       | 6                                                           |
| Head - H.S. Girls        | 11                                                          |
| Head Ass't. - H.S. Girls | 8                                                           |
| Ass't. - H.S. Girls      | 6                                                           |
| Head - M.S. Boys         | 5                                                           |
| Ass't. - M.S. Boys       | 3                                                           |
| Head - M.S. Girls        | 5                                                           |
| Ass't. - M.S. Girls      | 3                                                           |
| <b>Wrestling</b>         |                                                             |
| Head - H.S.              | 13                                                          |
| Head Ass't. - H.S.       | 10                                                          |
| Ass't. - H.S.            | 8                                                           |
| M.S.                     | 7                                                           |
| Ass't - M.S.             | 5                                                           |

**Baseball**

|                    |    |
|--------------------|----|
| Head - H.S.        | 13 |
| Head Ass't. - H.S. | 10 |
| Ass't. - H.S.      | 8  |

**Softball**

|                    |    |
|--------------------|----|
| Head - H.S.        | 13 |
| Head Ass't. - H.S. | 10 |
| Ass't. - H.S.      | 8  |

**Golf - Girls and Boys**

|        |   |
|--------|---|
| Head   | 8 |
| Ass't. | 5 |

**Cross Country**

|                         |    |
|-------------------------|----|
| Head - Boys and Girls   | 13 |
| Ass't. - Boys and Girls | 10 |

**Class Sponsors**

|           |          |
|-----------|----------|
| Freshman  | 1(each)  |
| Sophomore | 1(each)  |
| Junior    | 5(total) |
| Senior    | 2(each)  |

**Student Council**

2(each)

**M.S. Student Government**

2

**Speech and Dramatics**

|                              |          |
|------------------------------|----------|
| Drama                        |          |
| (two productions - 4.5 each) | 9(total) |
| Ass't. Drama                 | 5        |
| Speech                       | 6        |
| Large Group Speech           | 6        |

**Publications**

|                         |    |
|-------------------------|----|
| Yearbook - H.S.         | 11 |
| Yearbook - M.S.         | 3  |
| Newspaper Editor - M.S. | 2  |

**Pep Club - H.S.**

2

**Cheerleaders - H.S.**

13

**Cheerleaders - M.S.**

5

**Music**

|                     |    |
|---------------------|----|
| Vocal - H.S.        | 10 |
| Instrumental - H.S. | 13 |
| Instrumental - M.S. | 5  |
| Vocal - M.S.        | 5  |

**Science Fair**

4

**Chaperone**

2

10

Extracurricular pay will be calculated using the following guidelines:

- A. Based on the number of years a person has in a particular position.
- B. Pay will be based on 100% of years' experience.
- C. B.A. Lane step will be used. Sixteenth (16<sup>th</sup>) step is maximum.
- D. The amount of extracurricular pay will be calculated by multiplying the percent shown on the extracurricular schedule by the salary of the B.A. lane step that matches the years of experience in that position.

## **2. Regular Part-time Licensed Employees**

- a. Regular part-time licensed employees may be assigned extracurricular activities that extend beyond the regular workday.
- b. Regular part-time licensed employees may be paid at the same rate as full-time licensed employees providing they fulfill all the necessary requirements of the activity; otherwise they shall receive compensation in direct proportion to the amount of time they work.

## **3. Extra Duty Pay**

Extra duty pay will be given to those who are assigned duties at extra-curricular activities at the rate of twenty dollars (\$20.00) per assignment.

Assignment for these extra-curricular activity duties will be determined on a volunteer basis. However, if this does not provide enough workers, people will be assigned duties, as they are needed. These duties may be extended to include individuals other than licensed staff. The following duties will receive pay at varsity levels:

- 1. Ticket Selling
- 2. Ticket Taking
- 3. Supervision
- 4. Scorekeeper
- 5. Clock Runner
- 6. Announcer (home football games)
- 7. Concession Stand Supervisor
- 8. Tournaments or Contests sponsored by the IHSA and IGHSAA.

The following will be excluded from the above:

- 1. Track Meets
- 2. Wrestling Tournaments
- 3. Music Contests
- 4. Speech Association

At the middle school level, adult scorekeepers will be paid for Volleyball, Basketball and Wrestling activities.

The Board reserves the right to include any other activities as they see fit.

Activity passes will be issued to all licensed personnel and their spouses, and also to any others who join the volunteer pool to work.

Employees shall be compensated at \$30 for completion of CPR/AED training or for completion of training for administering medications when the training is required or recommended by the District and not included in staff development.

## **ARTICLE V - WORK DAY**

All regular full-time employees covered under this Agreement shall work eight (8) hours per contract day and will include 20 or more minutes for a duty-free lunch period, except under extenuating circumstance, as established by the building principal. Less than full-time employees' working hours shall be set by the Board, or its representatives.

Employees shall adhere to the daily schedule as determined by the Board or its representatives, and attend outside of regular contract day hours, such professional meetings (in-service, staff meetings, parent-teacher conferences, subject area meetings, co-curricular functions, and other activities related to instruction) called by the building principal(s) and/or the superintendent for coordinating the work of employees in the school program. If it is necessary to leave the building during the contract day, approval must be granted by the building principal or the person left in charge of the building.

Employees may terminate their regular workday after the dismissal time for students on Fridays or days preceding holidays, vacations, or early dismissal days.

## **ARTICLE VI - EMPLOYEE WORK YEAR**

### **A. Regular Work Year**

#### **1. Definition**

The regular work year shall include days when pupils are in attendance, workshop days, and any other contracted days for the teacher.

#### **2. Regular Contract**

The regular work year for teachers contracted on a nine (9) month basis (other than personnel who may be required to attend one (1) day of orientation) shall not exceed one hundred ninety (190) days of service.

### **B. Holidays**

The regular and extended contract of teachers shall include five (5) paid holidays. Such holidays shall include Thanksgiving, Christmas, New Year's Day, Good Friday and Memorial Day. No teacher shall be required to perform regular classroom teaching duties on any of the above holidays.

## **ARTICLE VII - INSURANCE**

### **A. Health and Dental Insurance**

The District shall offer Wellmark Blue Cross and Blue Shield Alliance Select Health Plan

\$750 to eligible employees.

The employer will contribute an amount equal to 100% of the single rate of health and major medical coverage plus an amount up to \$150 per month of the difference between the single and family for eligible employees participating in the District's health and major medical insurance policy. All eligible employees who elect to participate in the policy will pay \$1.00 to the District at check out time at the close of the school year. This amount will indicate participation in the policy for the next year commencing July 1<sup>st</sup>. New employees will pay the \$1.00 to the District upon commencing employment.

If spouses are both eligible for the District contribution as licensed employees of the District, the employer will contribute for each 100% of the single premium plus \$150.00 per month not to exceed the cost of their family rate for health and major medical coverage. Each of the spouses will pay the \$1.00 participation fee.

For those employees eligible to receive single coverage in the District's group health and major medical plan who elect not to participate, the employer will contribute up to \$275 per month towards a tax-sheltered annuity, provided that the employee provides proof of coverage in another group health and major medical insurance plan and continues such coverage. The employee shall select the tax-sheltered annuity, and it shall be the employee's sole responsibility to enter complete required authorizations and to assure that the contribution does not exceed any maximum amounts set by federal or state law for employer-provided annuity contributions for tax-deferred income. In the event that the number of employees electing not to participate in the District's group health and major medical plan jeopardizes the offering of the plan to employees, the District may restrict the number of persons electing not to participate, with the most senior employees being granted the right to elect not to participate.

The payment for hospital and major medical insurance premiums or for the tax-sheltered annuity shall be in direct proportion to the amount of contracted time for all licensed employees.

The employer will contribute 100% of the single rate of dental coverage in the District's group dental plan. The payment for dental premiums will be in direct proportion to the amount of contracted time for all licensed employees. In the event that spouses are employees of the District, each would be entitled to the District paid single rate of insurance.

District contributions toward health and dental insurance and towards the tax-sheltered annuity will cease at the beginning of an unpaid leave of absence or other early contract termination, except for contributions toward health and dental insurance pursuant to the District's policy on Family and Medical Leave. Coverage during an unpaid leave of absence may be continued upon request, and with written approval of the carrier, through employee payment of the full cost of premiums one month in advance of the due date to the board secretary.

## **B. Life and Disability Insurance**

The District shall provide group coverage for life and long-term disability income plans, as presently in effect, for each regular licensed employee, meeting the standards of the

insurance company, for the duration of this Agreement.

Coverage is terminated upon payment of the last monthly check for services, or immediately upon beginning a leave of absence or other termination procedure.

### **ARTICLE VIII - PERSONAL ILLNESS OR INJURY LEAVE**

**A.** All regular full-time employees will be allowed personal illness or injury leave with full pay as follows:

- |                                                      |                           |
|------------------------------------------------------|---------------------------|
| <b>1. First Year of Employment =</b>                 | <b>15 Contracted Days</b> |
| <b>2. Second Year of Employment =</b>                | <b>12 Contracted Days</b> |
| <b>3. Third Year of Employment =</b>                 | <b>12 Contracted Days</b> |
| <b>4. Fourth Year of Employment =</b>                | <b>12 Contracted Days</b> |
| <b>5. Fifth Year of Employment =</b>                 | <b>12 Contracted Days</b> |
| <b>6. Sixth and Subsequent Years of Employment =</b> | <b>15 Contracted Days</b> |

The above amounts shall apply to consecutive years of employment in this school district. Unused portions of yearly personal illness or injury leave shall be cumulative to a maximum of one hundred twenty days (120) days, which shall be considered inclusive of the current year's leave and the largest number of days of absences that might be used for these purposes in any work year.

When an employee will be absent from work, he or she shall, irrespective of whether the employee is entitled to sick leave benefits, give notice to the principal or the person designated by the superintendent to receive such notice. If the absence is for consecutive days, the superintendent or his/her representative shall be notified of the probable date of return. The superintendent may require substantiation, including a doctor's certificate, of any illness or injury requiring over three consecutive days' absence or after 15 days total have been used in the current year.

Except when prevented by circumstances beyond the employee's control, the teacher must report his or her intention to be absent from duty to the building principal not later than 7:00 a.m. on the day of absence.

Every professional employee shall sign and approve his or her personal illness or injury record at the end of each school year. Unused sick leave days of over 120 days per year will be reimbursed at \$20.00 per day with a \$300.00 maximum per year and a \$2,000.00 lifetime cap. Upon retirement or death of employee, all unused accumulated sick leave days will be reimbursed at a rate of \$20.00 per day.

**B.** A regular full-time employee shall be granted up to a total of five (5) days of the employee's personal illness or injury leave each school year for illness or injury in the employee's immediate family (defined as follows) with the approval of the superintendent or his/her designated representative:



1. Spouse, child or step-child
2. Parent or step-parent, sibling or step-sibling, grandchild
3. In-laws, including mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law
4. Grandparent or step-grandparent of employee or his/her spouse
5. Significant other
6. Sole surviving relative

Three (3) extra days may be used for own child.

**C.** Less than regular full-time employees will accrue current days of personal illness and injury leave in the same manner as regular full-time employees with the same limits and policies applying, in direct proportion to the amount of time employed. The result will be rounded to the nearest half-day of leave.

**D.** In case absences for illness or injury in any one year exceed the amount accrued for that year or the amount accumulated from previous years, deductions for such absences shall be at the per diem rate of the contract. In a case of an emergency situation or serious illness or injury of the employee, when an employee runs out of leave days or has not built up a banked pool leave, district employees may donate five (5) days of their own built-up general sick leave to this individual. In case the emergency situation involves his/her immediate family (as defined by number 1-4 of Article VIII.B. of this contract), the employee may be allowed by the superintendent to apply personal illness or injury leave days up to the employee's total accrued days, and then district employees may donate five (5) days of their own built-up sick leave to this individual. Leave may be subject to board approval and may be capped at 120 days, which would include employee's accrued days and district employees' donated days.

**E.** Catastrophic situations such as chemotherapy, intensive care, or out-of-state treatments shall be handled on an individual basis by the superintendent subject to Association approval.

## **ARTICLE IX - BEREAVEMENT LEAVE**

Employees will be granted permission to be absent from duty as may be necessary for attending the funeral and for other purposes directly related to the death of any of the following persons for up to the number of days specified in each tier, and no reduction of pay will be made for the days of absence:

1. Spouse, child or stepchild (15 days)
2. Parent or step-parent, sibling or step-sibling, grandchild or step-grandchild (10 days)
3. In-laws, including mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; significant other, sole surviving relative (5 days)
4. Grandparent or step-grandparent of employee or his or her spouse (2 days)
5. Former spouse (2 days, unless there are joint minor children, then 5 days)
6. Each other relative (1 day per school year, with subsequent occurrences granted subject to the employee's being deducted the cost of a degree substitute employee)
7. Close friend (1 day, limited to one occurrence per school year)

## **ARTICLE X - PERSONAL LEAVE**

Regular licensed, full-time employees may be entitled to two (2) days of leave each regular work year at full pay for personal reasons which cannot be conducted at any time other than during the regular work day. Regular part-time employees may be entitled to a pro-rata amount of time, as determined by the fraction of their contract as compared to a full-time employee's contract, for such personal leave. Personal leave shall not be used to extend vacations unless approved by the superintendent or his designated representative within the limits of this article. Personal leave shall be subject to the approval of the superintendent or his/her designated representative. The employee shall arrange for such leave at least three (3) days in advance. The superintendent or his/her designated representative may waive the three (3) day notification requirement.

There will be a limit of one employee from each building who may use personal leave on the same day. In the event that an emergency should arise, the limit may be waived at the sole discretion of the superintendent or his/her designated representative.

This leave may not be used the first two weeks or the last two weeks of school unless the Superintendent approves it for an emergency or for a matter involving the employee's spouse, parent, or child. The Superintendent's decision shall not be grievable.

Employees who do not use their personal leave during the year will be given the option of either (a) payment at the rate of \$90 per day for each day not used or carried over, or (b) carrying over personal leave for use or payment in the following year, not to exceed three (3) days available in any one school year.

## **ARTICLE XI - PROFESSIONAL LEAVE**

Attendance at professional meetings may be permitted at full pay, if such absence is approved by the superintendent or the designated representative. If any regular full-time or part-time employee wishes to be absent from duty to attend a professional meeting, a written request for approval of such absence must be signed by the building principal, and filed in the superintendent's office at least one week prior to the first day of the anticipated absence. Attendance may be restricted to one instructor per building at any meeting.

Professional meeting shall include:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars relating to an employee's professional field.

Teachers may be limited to one (1) professional meeting with pay per work year. Requests for payment of travel, meals, and lodging shall be a part of the original request if reimbursement is expected.

## **ARTICLE XII - ASSOCIATION LEAVE**

The delegate-at-large will be granted two (2) days of paid leave to attend the I.S.E.A. Delegate Assembly if the Association pays for the cost of a degree substitute teacher. Request for such leave will be submitted in writing to the superintendent at least five (5)

days prior to the date of such leave.

### **ARTICLE XIII - ASSIGNMENTS AND TRANSFER PROCEDURE**

#### **A. Assignments and Transfers**

It is agreed that the Board, through its representatives, has sole discretion in the assignment and transfer of employees. However, the Board and its representatives must follow all transfer procedures before any transfer or assignment can take place.

Employees shall be advised in writing as early as possible of teaching assignments and shall be kept advised concerning any changes in those assignments.

#### **B. Notification and Procedure**

All employees shall be notified of job openings by email (during the school year) and/or all openings shall be posted in all teachers' lounges at least three full school days before advertising. Any employee wishing to apply for an opening shall submit a written application to the superintendent.

Employees who desire transfer to a vacant position that occurs during the summer shall file a written statement with the superintendent prior to the end of the school year, effective for the subsequent summer only. Such statement shall include the specific type of position to which the employee desires to be transferred; i.e. job classification, location, and grade level if applicable. The application shall include the address and phone number of the applicant. The district shall notify the applicant(s) of such vacancies in writing by Certified Mail. The applicant will then have five (5) working days from receipt of such notice in which to file a written request for a transfer, and the district will follow the procedure outlined below.

The Ogden Education Association shall provide written notice to the superintendent on or before the last regular day of school as to whom its designated representative shall be (president or other) during the summer months when school is not in session, and shall include the mailing address for this representative. Notice shall also be given of any vacancies that occur during the summer to this designated representative, either verbally or by regular mail, at the same time notice is sent to transfer applicants or prior to advertising, whichever comes first.

Employees currently in the district shall be given first consideration for transfers. In considering transfer requests, the Board will take into consideration the employee's areas of certification, training, demonstrated professional competency as previously and currently evaluated by the appropriate administrators, and suitability for the position. If the selection is not clear after these considerations, priority will be given to the teacher with the greater full-time length of service to the district.

Any teacher under contract to this District who is denied a transfer shall be notified of the reasons for such denial in writing. If the teacher wishes, he or she may apply for the position when it is advertised, to be considered among the pool of applicants.

In relation to new applicants, the Board will take into consideration the areas of certification, training, demonstrated professional competency, and suitability for the position.

It is recognized the instructional requirements and best interests of the school system and the pupils are of primary importance.

**C. Emergency Assignments and Transfers**

The Board shall make emergency assignments and transfers as it deems necessary, but not to extend beyond the end of the current school year. No prior notice of such emergency assignments or transfers needs to be given by the Board. At the end of the emergency or the end of the school year, whichever comes first, the appropriate procedures for filling a vacancy by transfer or hire shall be applied.

**ARTICLE XIV - PHYSICAL EXAMINATIONS**

Physical examinations are required upon original appointment. The Board may require additional physical examinations at any time of any employee whose physical well-being may, in the opinion of the school administration, be in doubt.

The school district shall pay the cost of any physical examination required by the school district up to a maximum of \$100, unless the cost is covered by insurance. Any additional cost of physical examinations must be paid by the employee. The entire cost of the required physical exam shall be paid for new employees who are not yet eligible for coverage by the District's insurance. The school district shall provide forms for use relative to required employee physical examinations.

**ARTICLE XV - SAFETY AND HEALTH**

The Board will make reasonable provisions for the safety and health of the employees of the school during hours of their employment, and will provide individual protective equipment as required by law.

**ARTICLE XVI - STAFF REDUCTION PROCEDURE**

**A. Reduction Steps**

When the Board determines a reduction in staff is necessary, the following steps will be followed:

**Step 1:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

**Step 2:** The remaining employees to be laid off will be selected by the Board, through its representatives, by taking into account all of the following factors, both on an individual basis and in comparison to other employees:

The individual employee's areas of certification, training, demonstrated professional competency as previously and currently evaluated by the appropriate administrator, current assignment and past experience in co-curricular and extra-curricular activities identified in Article IV, Section G, Part 1, except class sponsor, student council, chaperone and pep club.

**Step 3:** If, following Step 2, the selection is not yet clearly made, contract renewals will be given to the teacher/teachers with the greater full-time length of service to the District.

**B. Notification**

The superintendent or his/her designated representative will provide written notice to the Association and each employee who may possibly be affected by reduction or realignment no later than April 30th preceding each regular work year. The layoff of each employee shall commence at the end of the contract period. No employee shall be precluded from securing other employment during such layoff.

**C. Recall**

1. Employees will be recalled from layoff in reverse order determined by the Board for layoff for any position for which the employee is qualified according to the factors listed in Section A, Step 2 of this Article.

2. An Employee selected for recall will be informed by the Board of his or her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when it is mailed by registered mail, return receipt requested, to the last known address of the employee in question as shown on the school district's records. It shall be the responsibility of each employee on layoff to keep the District advised of his or her current address. Within ten (10) calendar days after an employee receives notice of re-employment, he or she must advise the Board in writing that he or she accepts the position offered in such notice and will be able to commence employment on the date specified in such notice. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered. Upon acceptance of a recall offer, the employee shall be reinstated with all years' experience, sick leave, personal leave, and any other accumulated benefits provided in this contract.

3. Employees shall be eligible for recall for a period of fifteen (15) months from the last date they performed services under their last contract.

4. Non-bargaining unit employees will not be assigned to positions for which bargaining unit employees have recall rights.

**ARTICLE XVII – EVALUATION PROCEDURE**

**A. Notification**

It is the responsibility of the Board and its representatives to conduct evaluations of employee work performance. The Board, through its representatives, has the exclusive authority respecting the evaluation procedures to be utilized and the frequency of the evaluations. Evaluations will be conducted by school principals, the superintendent, or other professionals.

Within two (2) weeks after the beginning of each school year, the Building Principal or appropriate licensed evaluator shall acquaint each new employee under his/her supervision with the evaluation procedures and instrument. If the evaluation instrument is changed, returning employees shall also be informed. No formal evaluation shall take place until such orientation has been completed, and said evaluation shall be conducted with full knowledge of the employee.

A new employee hired after the beginning of the school year shall be acquainted by his or her building principal of the evaluation procedures in effect during his or her orientation.

**B. Formal Observation Procedure – Teacher**

1. During an employee's first two years of employment, said employee shall be formally observed at least two times annually. Beginning with an evaluation in Year 3, each employee will be formally evaluated once every 3 years or as necessary to best serve the instructional process. This will include a plan for professional growth.
2. The Building Principal or appropriate licensed evaluator shall evaluate each employee formally in writing. Such evaluation shall be based upon the employee evaluation instrument designed by the Employer.
3. Information resulting from said formal observations, in addition to other information obtained through informal observations, will be utilized in completing the employee's evaluation instrument.
4. Any complaint or concern against a teacher will be brought to the attention of the teacher involved in a timely manner, generally within 3 days.

**C. Conference and Copy**

A copy of the completed evaluation instrument shall be given to the employee at least one day prior to the conference between the employee and the Building Principal or appropriate supervisor. A copy signed by both parties shall be given to the employee upon completion of the conference. The employee's signature indicates awareness of the content of the evaluation. The conference normally will be held within ten (10) working days following the classroom observation.

**D. Re-evaluation**

Employees will have up to six (6) weeks from the date the evaluation was signed to improve in any area evaluated below average. The evaluator will submit to the employee any suggestions deemed necessary for improvement. The employee will have the right at the end of this period to request a re-evaluation. This re-evaluation will be attached to the original evaluation on file.

**ARTICLE XVIII - DUES DEDUCTION**

**A. Authorization**

Any employee who is a member of the Association may request a deduction of Association dues upon the member's written request presented to the secretary of the Board by September 4. The authorization must be renewed each school year.

**B. Dues Check-Off**

The Association shall provide a written statement to the secretary of the Board, not later than September 4 of each year, stating the amount of dues per member that shall be deducted for the year. This figure shall not be changed after September 4.

**C. Deduction Plan**

With proper authorization, the board secretary will deduct one-twelfth (1/12) of the total dues from each of the regular monthly checks issued, beginning with the first check after authorization.

**D. Deadline**

No authorization will be accepted after September 4 of each year.

**E. Term of Deduction**

The term of the deduction may be terminated as defined in Section 9 of Chapter 20 of the Code of Iowa by giving the secretary of the Board not less than 30 days notice in writing.

**F. Payment to Association**

The Board will make payment of withheld dues to the Association on a monthly basis each year of this Agreement.

**G. Definition**

The term "dues" shall include only that annual charge made for membership in the Association and shall not be interpreted to include special assessments, initiation fees, back dues, fines, or other similar fees.

**H. Indemnification**

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, its secretary, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in this Agreement.

**I. Costs**

The Association shall make a payment to the Board of Education in the amount of \$2.00 per member participating in dues deduction to cover the cost of additional paperwork and bookkeeping required by this Article.

**ARTICLE XIX - FINALITY AND EFFECT OF AGREEMENT**

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Association or any employee(s), and constitutes the complete and final agreement between the parties regarding: wages and salaries; work day; employee work year; insurance; personal illness or injury leave; bereavement leave; personal leave; professional leave; recruitment, assignments, and transfers procedures; physical examinations; safety and health; reduction or realignment of staff procedures; evaluation procedures for resolving any questions under the Agreement, and other matters mutually agreed upon, and concludes collective bargaining for its term.

During the life of the Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set in this Agreement.

## ARTICLE XX - COMPLIANCE CLAUSES AND DURATION

### A. Compliance Between Individual Contracts and Comprehensive Agreement.

When the terms of this Collective Bargaining Agreement conflict with any other agreements between the Board and the employee, the specific terms of this Collective Bargaining Agreement shall prevail.


### B. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be null and void to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### C. Duration


This Agreement shall become effective July 1, 2006, and shall continue in effect through June 30, 2008, except Article IV (Wages and Salaries), and Article VII (Insurance), which shall be effective July 1, 2006 through June 30, 2007.

D. This Agreement shall be effective as described in Section C - Duration. Both parties agree that the first session of negotiations as prescribed in this Agreement will be held no later than April 1st.

 8/7/06  
\_\_\_\_\_  
Association President      Date

 8/7/06  
\_\_\_\_\_  
School Board President      Date

 8/7/06  
\_\_\_\_\_  
Chief Negotiator -      Date  
Association

 8/7/06  
\_\_\_\_\_  
Chief Negotiator -      Date  
Board of Directors